



Austin | Chicago | Detroit | Houston | Jersey City | New York | Philadelphia | St. Louis  
www.smsm.com

Andrew P. Kates  
Direct (212) 651.7461  
[akates@smsm.com](mailto:akates@smsm.com)

September 6, 2019

VIA ECF

Honorable Judge Robert M. Levy  
United States District Court  
Eastern District of New York  
225 Cadman Plaza East  
Brooklyn, New York 11201

Re: *Herskovic v. Verizon Wireless*  
Case No.: 1:19-CV-03372

Dear Judge Levy:

We represent defendant Cellco Partnership d/b/a Verizon Wireless (*incorrectly sued as* “Verizon Wireless”) (hereinafter “Verizon Wireless”) in the above-referenced matter. Under the circumstances recited below, we write to respectfully request that the Initial Conference, scheduled for September 10, 2019, be held in abeyance, pending a determination of Verizon Wireless’ motion to compel **binding** arbitration.

Here, on June 14, 2019, this Honorable Court scheduled an Initial Conference for August 1, 2019 [Dkt# 10]. Upon application by the *pro se* plaintiff, the Initial Conference was adjourned to September 10, 2019 [Dkt# 12]. Shortly after this matter was referred to **non-binding** arbitration (on July 22, 2019),<sup>1</sup> Verizon Wireless moved to compel **binding** arbitration (on July 25, 2019) [Dkt # 13.], which motion is now before the court.

Since then, plaintiff filed what appears to be opposition to Verizon Wireless’ motion to compel [Dkt# 14]. On August 20, 2019, Verizon Wireless filed its Reply [Dkt.# 15]. Based upon such filing, we were hopeful and reasonably anticipated that the September 10, 2019 Initial Conference would be held in abeyance, as often occurs in similar circumstances. And so, we waited to see if an updated order would issue reflecting same. Now, in the absence of such an order, Verizon Wireless respectfully requests that Your Honor hold the Initial Conference in abeyance, pending a determination of Verizon Wireless’ motion to compel **binding** arbitration. We submit that doing so will promote both judicial and litigant economy under these circumstances.

We very much appreciate Your Honor’s time and consideration in this matter.

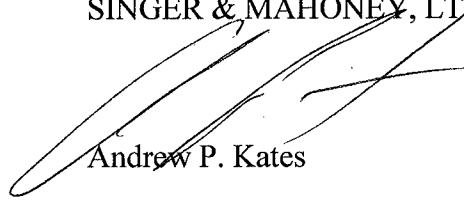
---

<sup>1</sup> The non-binding arbitration order no longer appears on the docket, and as such, a copy of the text order (received via e-mail) is annexed as Exhibit A.

Honorable Judge Robert M. Levy  
September 6, 2019  
Page 2 of 2

Very truly yours,

SEGAL McCAMBRIDGE  
SINGER & MAHONEY, LTD.

A handwritten signature in black ink, appearing to read "APK", is written over the printed name of Andrew P. Kates.

Andrew P. Kates